



A.S.No.60 of 2013

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	01.02.2023
Pronounced on	01.03.2024

CORAM

**THE HONOURABLE MRS.JUSTICE K.GOVINDARAJAN
THILAKAVADI**

Appeal Suit.No.60 of 2013

1. M.Vanitha
2. K.K.Gowri
3. K.K.Karthikeyan
4. K.K.Kabaleeswaran
5. K.K.Poombhavai

....Appellants

Vs.

1. J.Deivanai
2. P.L.Annamalai
3. Dhanam
4. The Corporation of Chennai,
Represented by its Commissioner,
Ripon Buildings, Park Town,
Chennai – 600 003.



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A.S.No.60 of 2013

...Respondents

Prayer: First Appeal has been filed under Section 96 of the Code of Civil Procedure, read with Order XLI A(1) & 2 of CPC, 1908, to prefer this memorandum of Regular First Appeal as against the judgement and decree dated 13.09.2012 and made in O.S.No.13788 of 2010 on the file of the III Additional Judge, City Civil Court, Chennai-1.

For Appellants : Mr.R.Thiagarajan
For RR1 & R2 : Mr.R.Subramanian
For R3 : Given up
For R4 : Ms.Ashwini Devi

J U D G M E N T

The plaintiff in O.S.No.13788 of 2010 on the file of the III Additional/City Civil Court, Chennai are the appellants. The appellants as plaintiffs filed a civil suit in Tr.C.S.No.575 of 2007 on the file of this Court as against the respondents/defendants claiming the following reliefs.

a) For a declaration that the 1st plaintiff is the absolute owner of the suit property situate at Door Nos.7 and 9, Pillaiyar Koil Street, Thiruvanmiyur, Chennai 600 041 comprised in Survey Nos. 111/20 and



A.S.No.60 of 2013

111/22, measuring an extent of 2,400 sq.ft. or there about, within the registration Sub-district of Saidapet and registration district of Chennai South, more fully described in the plaint Schedule given hereunder,

b) For a declaration that the Sale deed dated 03.02.1984 and registered as document No.226 of 1984 in the Office of the District Registrar, Saidapet, Madras South, executed by the 2nd defendant in favour of 1st defendant is illegal, invalid and non-est in the eyes of law and it shall not bind the plaintiffs herein and consequently, declare the same as illegal and invalid.

c) For a declaration that the decree dated 17.04.1985 secured by the 1st defendant as against the 3rd and 4th defendants herein in O.S.No.919 of 1984 on the file of District Munsif Court, Poonamallee, is illegal, invalid and non-est in the eyes of law and it shall not bind the plaintiffs herein and consequently, declare the same as illegal, invalid and void abi-nitio.

d) For a declaration that the possession of the suit property situate at Door Nos.7 and 9, Pillaiyar Koil Street, Thiruvanmiyur, Chennai 600 041 comprised in Survey Nos. 111/20 and 111/22, measuring an extent of



A.S.No.60 of 2013

WEB COPY

2,400 sq.ft. or there about, within the registration Sub-district of Saidapet and registration district of Chennai South, more fully described in the Schedule hereunder, secured by the 1st defendant pursuant to the decree/order dated 07.03.2005 made in E.A No.2656 of 1989 in E.P.No.3448 of 1988 and O.S.No.919 of 1984 on the file of X Asst. City Civil Court, Madras is nothing but a fraud on the Court and also on the plaintiffs 2-5 herein.

e) For a permanent injunction restraining the defendants 1 & 2, their men, agents, servants or any other person or persons claiming through them or authorized by them from interfering with the 1st plaintiff's peaceful possession and enjoyment of the suit property situate at Door Nos.7 and 9, Pillaiyar Koil Street, Thiruvanmiyur, Chennai 600 041 comprised in Survey Nos. 111/20 and 111/22, measuring an extent of 2,400 sq.ft. or there about, within the registration Sub-district of Saldapet and registration District of Chennai South, more fully described in the plaint Schedule given hereunder.

f) For a permanent injunction restraining the defendants 1 & 2, their



A.S.No.60 of 2013

WEB COPY

men, agents, servants or any other person or persons claiming through them or authorized by them from alienating or encumbering or dealing with the suit property situate at Door Nos.7 and 9, Pillaiyar Koil Street, Thiruvanmiyur, Chennai 600 041 comprised in Survey Nos. 111/20 and 111/22, measuring an extent of 2,400 sq.ft. or there about, within the registration Sub-district of Saidapet and registration district of Chennai South, more fully described in the plaint Schedule given hereunder, in favour of any third party either by way of Sale, mortgage, lease, joint development or otherwise.

2. Issues were framed and on the side of the plaintiff, 1st and 4th plaintiff were examined and Ex.A1 to Ex.A43 were filed. D2 examined himself and examined one P.K. Masthan as DW2 and marked Ex.B1 to Ex.B59.

3. The Trial Court on appreciation of the oral and documentary evidence dismissed the suit. Aggrieved by this the present appeal is



A.S.No.60 of 2013

preferred by the plaintiff.

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For the sake of convenience, the parties are referred as plaintiffs and defendants as mentioned before the trial Court.

Facts:

4. The plaintiff case is that, one Kalavai Narayanaswami Chettiar acquired a larger extent of property measuring an extent of 24 grounds situated at 140, Thiruvanmiyur Village, Door No. 9, Pillaiyar Koil Street, Thiruvanmiyur, Chennai 600041 comprised in Survey Nos. 111/20 and 111/22 which he acquired on 9.4.1883 and the said document was duly Registered as document No.571 of 1883 in the office of the SRO, Chengalput.

5. The suit schedule property was originally purchased by Kalavai Narayanaswami Chettiar who was very religious and pious, executed a trust deed and constructed a Pillaiyar koil in the suit property



A.S.No.60 of 2013

belonging to him. Kalavai Narayanaswami Chettiar's wife is Thayammal and they had a son by name K. Arunagiri Chettiar.

6. The said Kalavai Narayanaswami Chettiar executed a Settlement deed dated 24.10.1898 in favour of his son Arunagiri Chettiar and registered as Doc. No. 951 of 1898 in the office of Sub Regisatrar, Chengalput. After the demise of Kalavai Narayanaswami Chettiar and his wife Thayammal, K. Arunagiri Chettiar became the absolute owner thereof by virtue of the settlement deed executed in his favour and he was in effective management of the property and the said Pillair Koil, which is located on the South eastern side of the property.

7. K. Arunagiri Chettiar died on 06.08.1934 leaving behind his wife, and son Kandasamy Chettiar. The said Kandasamy Chettiar was married to Kamalammal and the couple had 2 daughters and 2 sons viz., K.K.Gowri, K.K. Karthikeyan, K.K. Kabaleeswaran, K.K. Poompavai who are the appellants 2 to 5/plaintiffs 2 to 5.



A.S.No.60 of 2013

WEB COPY

8. The family members of Kandasamy Chettiar, K.K. Gowri, K.K. Karthikeyan, K.K. Kabaleeswaran, and K.K. Poombhavai and Smt. Kamalammal their mother, Dakshinamurthy the Sammandhi and the father of Jagadeesan, Jagadeeswari the granddaughter of Kandasamy Chettiar shared the properties amongst themselves.

9. The said Kandasamy Chettiar died on 25.1.1976, leaving behind him, his wife Smt.Kamalammal, 2 sons and 2 daughters K.K. Gowri, K.K. Karthikeyan, K.K. Kabaleeswaran, and K.K. Poombhavai. The said Kamalammal died on 9.2.1996.

10. As per the Revenue records the properties which were allotted to the aforesaid persons were in joint enjoyment of the family members. The appellants 3 & 4 formed a Trust as Pillaiyar Koil Trust for the maintenance of the aforesaid properties. The trust was not in a position to effectively look after the property, since the properties were scattered



A.S.No.60 of 2013

and located in North Madras, South Madras besides Tiruvallur District.

11. Since they were not in a position to manage the properties of the Trust effectively, they executed a Power of Attorney dated 3.1.1984 in favour of the 2nd defendant, registered as document No.8 of 1984 Book IV, Volume 538 pages 119-121 in the Office of the Sub Registrar Madras North under Exhibit A-3. The power of attorney executed by the plaintiffs 3 and 4 in favour of the 2nd defendant empowers the power agent to look after the properties of the Pillair Koil turst and also the beneficiaries viz., plaintiffs 2 to 5 clause 5 of the power of attorney is extracted below:

*"To state, settle, adjust and compromise all accounts, claims, demands, disputes and differences between any other person against us/or Trust if advisable to refer any such matter to arbitration and for that purpose to sign, seal execute any agreement of any instrument, **sale deed necessary.**"*



A.S.No.60 of 2013

WEB COPY

12. Therefore, the trustees executed the Power of Attorney deed dated 3.1.1984 only to manage and to look after the properties located in the city of Chennai and suburb's on behalf of the Appellants 3 & 4. The 2nd defendant P.L. Annamalai who was originally an Advocate Clerk took the power of attorney on 3.1.1984 from the Trust and subsequently expressed his inability to look after the property and accordingly the Deed of revocation of Power of attorney was executed and registered on 25.1.1984, in Doc.No.85/1984 Book IV, SRO, North Madras, thereby cancelled the original POA executed in his favour on 3.1.1984. The power of Attorney was revoked and cancelled on 25.1.1984 within 22 days of the execution and registration.

13. After the revocation of POA it appears that the 2nd Respondent/2nd defendant executed and registered a Sale Deed in favour of his sister Deivanai the 1st Respondent/1st Defendant on 3.2.1984 and registered as Doc.No. 226 of 1984, SRO, Joint-I, Saidapet, Registration District of Chennai - South as the authorized Agent of the Trust of the



A.S.No.60 of 2013

WEB COPY

Pillaiyar Koil trust conveyed the suit schedule property in her favour. On the very same day a sale deed was executed by P.L. Annamalai in favour of V.P. Sunder, registered as Doc.No.227 of 1984,SRO, Joint-I, Saidapet, Chennai-South. Similarly he had also executed another sale deed in favour of Devakiammal dated 12.6.1984 and registered as Doc.No. 1642 of 1984 SRO, Joint-1, Saidapet. Similarly another deed of sale was executed in favour of Jagadeeswari his sister dated 3.2.1989 and Registered as Doc.No.224/1984, SRO, Joint-I, Saidapet Chennai – South.

14. The 1st plaintiff Vanitha who purchased the suit property from the plaintiffs 2 to 5 on 07.02.2007 through their power agent and registered as Doc. No.851/2007 in the office Joint-I Saidapet, District Registrar, Madras South, filed a suit before this Court in C.S.No.575 of 2007 which was subsequently transferred to III -Additional Judge, City Civil Court, Chennai.



A.S.No.60 of 2013

Submissions:

15. The learned counsel appearing for the appellant/plaintiff would submit that the 1st plaintiff after purchase of the suit property secured possession of the property by evicting the persons who were in occupation of the property through plaintiffs 2 to 5, who delivered vacant possession of the suit property to the 1st plaintiff. While so, the 1st defendant who had secured a fraudulent decree in O.S.No.919/1984 as against the defendants 3 & 4 barged into the suit premises belonging to the 1st plaintiff on 08.06.2007 and dispossessed the 1st plaintiff forcibly, with the help of Court Bailiff who acted in pursuant to the order in E.A.No.2656 of 1989 in E.P.No.3448 of 1988 in O.S.No.919/1984 on the file of X Assistant City Civil Court, Madras and vide the judgment in CMSA No.2 of 2007 preferred against the order passed in E.A.No.2656 of 1989. The said order in the execution proceedings and in CMSA No.2 of 2007 was fraudulently obtained by the 1st defendant. The learned counsel would submit that a decree obtained by practising fraud on Court is a nullity and it can be summarily thrown at any stage of litigation would



A.S.No.60 of 2013

WEB COPY

submit that any order secured by practising fraud, the same is liable to be declared as non-est in law and fraud vitiates all proceedings. To buttress his submission, the learned counsel has relied upon the following judgements reported in:

- 1. 1900 ILR 27 Cal.11**
- 2. AIR 1931 Allahabad**
- 3. AIR 1937 Privy Council 50**
- 4. AIR 1937 pc 146**
- 5. AIR 1941 Patna 83**
- 6. 1994(1) SCC 1**
- 7. 1996(5) SCC 550**
- 8. 2004 (9) SCC 468 and among other judgments.**

16. The learned counsel further citing the judgement in **1996 (11) SCC 160** by the Hon'ble Supreme Court argued that only a Civil Court can declare the validity of a decree obtained by playing fraud upon Court and accordingly, the plaintiffs have filed the present suit and the same is maintainable.



A.S.No.60 of 2013

WEB COPY

17. His further contention is that, the 2nd defendant had no authority to sell the property in favour of his own sister, when the power of attorney has already been revoked and cancelled by the plaintiffs 3 & 4. As regards the plaintiffs 3 & 4, the 2nd defendant was in a fiduciary capacity and therefore, he has no authority to sell the property in favour of the 1st defendant, which attracts the provisions of Section 88 of the Indian Trust Act, 1882 and Section 215 of the Indian Contract Act, which prohibits an agent dealing on his own account in the business of the agency, without first obtaining the consent of his principal. The trustee is bound in a fiduciary character to protect the interest of another person, gains any pecuniary advantage for himself, he must hold for the benefit of such other person the advantage so gained. Therefore, the 2nd defendant as the power of attorney agent of the plaintiffs 3 & 4 was in a fiduciary capacity and he is prohibited from using his position in order to gain advantage for himself or his kith and kin. He further submits that if the agent creates any interest for himself in his capacity as power agent of the other, then the said beneficial interest claimed by him shall stand for the



A.S.No.60 of 2013

WEB COPY

interest of the other. Therefore, the 2nd defendant as power agent of the plaintiffs 3 & 4 has created an interest for himself by executing a sale deed in favour of the 1st defendant and the same is prohibited by law, especially when the power deed was revoked.

18. To substantiate the said contention, the following judgements are relied upon by the plaintiffs:

1.2005 (12) SCC 77

2.CDJ 2006 Karnataka HC. 626

3.AIR 2010 Rajasthan 128

19. His further contention is that the 1st defendant has not chosen to let in any evidence and therefore, adverse inference ought to have been drawn. The trial Court also ignored the mandatory provisions of Section 32 to 35 of the Tamil Nadu Registration Rules, wherein it is discussed about the statutory duties of the Registering Authority. In this case, the 2nd defendant was not empowered to execute any sale deed on behalf of the



A.S.No.60 of 2013

WEB COPY

trust. While so, the registering authority ought not to have registered the sale deeds executed by the 2nd defendant. The registering Authority before accepting and registering the document, ought to have done the statutory duties and obligations while discharging their duties **[Ref: 2022 (8) SCC 210]**. The recitals in Ex.A.3 power deed it is clearly mentioned that the 2nd defendant is not empowered to execute any sale deed on behalf of the trust. The trial Court failed to consider the above aspects, erroneously dismissed the suit. The trial Court without adverting to the principles enunciated in the code of Civil Procedure Code, Contract Act, Transfer of Property Act, Trust Act, Registration Manual and Rules related thereto rendered the impugned judgment which suffers from perversity and calls for interference.

20. On the other hand, the learned counsel appearing for the respondents/defendants would contend that the 1st defendant obtained a decree in O.S.No.919 of 1984 against the defendants 3 & 4 and thereafter, the decree was transmitted to City Civil Court, Chennai, due to change of jurisdiction when Thiruvananthapuram came under the jurisdiction of Chennai



A.S.No.60 of 2013

Corporation. Hence, E.P.No.3448 of 1988 was filed before the City Civil Court, Chennai. The judgement debtor set up obstructors and the same was removed pursuant to order in CMSA No.02 of 2007 by this Court. Hence, no fraud is committed by the defendants as alleged by the learned counsel for the plaintiffs. The learned counsel would submit that there is a presumption regarding the judicial Acts of Courts are proper unless the presumption is rebutted *[Ref : 1964 SC 244]*.

21. His further contention is that the 2nd defendant power agent was not put on notice about the cancellation of the power deed by the plaintiffs 3 & 4. The 2nd defendant came to know about the cancellation of power deed only when the public notice was issued on 23.08.1996. Section 202 of Contract Act mandates that the Power of Attorney is to be put on notice prior to cancellation *[Ref : 2002 (2) CTC 462]*. Section 208 provides that the termination takes effect only when it is made known to the agent. It is also admitted by P.W.2 in his evidence that no letter was written to the power of attorney before and after cancellation of the power



A.S.No.60 of 2013

WEB COPY

deed. Therefore, the sale deeds executed by the 2nd defendant is voidable and not void as per Section 17, 19 of Contract Act. The present plaintiffs filed the above suit after removal of obstructors from the suit property vide order in CMSA No.02 of 2007. The contention of the learned counsel for the plaintiff that the 2nd defendant was not authorized to execute the sale deeds is incorrect. The 2nd defendant was empowered to sell the property as per the recitals in Ex.A.3 power deed.

22. The learned counsel would further submit that the suit is clearly barred by limitation. The suit ought to have filed within 3 years from the date when right to sue accrues. The plaintiffs issued a legal notice in the year 1996 to the 2nd defendant calling upon him to cancel the sale deed. After lapse of 23 years the present suit is filed which is ex facie barred by limitation. His further submission is that only 8 cents even according to the plaintiffs were allotted to the temple. Therefore, it is incorrect to say that the 2nd defendant as trustee sold the property to the 1st defendant. Even in the sale deed it is not mentioned that the trust property



A.S.No.60 of 2013

is sold to the 1st defendant. Hence, the learned counsel prays for dismissal of the above second appeal.

23. Based on the above submission the following points for consideration arises:

1. Whether the suit is barred by limitation?

2. Whether the 2nd defendant had no authority to sell the property in favour of his own sister, when the power of attorney was revoked and cancelled by the plaintiffs 3 and 4?

3. Whether the decree and judgement passed in O.S.No.919 of 1984 dated 17.04.1985 was obtained by the 1st defendant by resorting to fraud and mis-representation?

4. Whether the appeal can be allowed or not?

Point No.1



A.S.No.60 of 2013

WEB COPY

24. According to the learned counsel appearing for the defendants 1 & 2, the reliefs sought for in the suit are clearly barred by limitation. Since the plaintiffs had knowledge about the execution of the sale deed and passing of the decree in the year 1996 itself when they issued a legal notice calling upon the 2nd defendant to cancel the sale deed. But, the present suit is filed after lapse of 23 years questioning the validity of sale deed and therefore, the suit is *ex facie* barred by limitation.

25. On the other hand, the learned counsel appearing for the plaintiffs would contend that as per Article 58 of the Limitation Act, the right to seek declaration begins to run when the right to sue first accrues and the period of limitation is three years there from ***[Ref: 1996 (11) SCC 160]***.

26. Now, it has to be seen whether the suit is barred by limitation. To challenge a sale deed on the ground of fraud for the purpose of determining the date of cause of action, the limitation starts when the



A.S.No.60 of 2013

WEB COPY

cause of action arises. In the present case, the cause of action arose when there was threat of dispossession of the plaintiffs from the suit property on account of the impugned sale deed. Moreover, in the present case, the plaintiffs have sought for declaratory reliefs. The period of limitation is three years from the date when right to sue accrues. It is not in dispute that in the year 1996 itself the plaintiffs have issued a legal notice calling upon the 2nd defendant to cancel the sale deed. Therefore, the right to sue accrues to the plaintiffs in the year 1996 itself. While so, the plaintiffs ought to have filed the suit within three years from then. Where as, the plaintiffs have filed the suit after 23 years. As rightly pointed out by the learned counsel for the respondents, the suit is *ex facie* barred by limitation.

Point Nos.2 to 4:

27. According to the plaintiffs, The plaintiffs 3 & 4 formed a Trust for maintenance of the property. They appointed the 2nd defendant as power agent to look after the property under power of attorney deed date



A.S.No.60 of 2013

03.01.1984 which was canceled on 21.05.1984. However, the 2nd defendant sold the suit property in favour of the 1st defendant under a Sale deed dated 03.02.1984. The sale deed is invalid, since the power of attorney deed in favour of the 2nd defendant was cancelled. The plaintiffs 2 to 5 sold the suit property to the 1st plaintiff under a registered sale deed dated 07.02.2007. The defendants dispossessed the 1st plaintiff pursuant to the order dated 07.03.2005 in E.A.No.2656/1989 in E.P.No.3448 /1988 in O.S.No.919/1984. The said decree was obtained by the 1st defendant by acting fraud upon Court and since the 1st defendant is fictitious person the sale deed in favour of him is void. The further contention of the plaintiff is that the 2nd defendant was not authorized to sell the suit property. Whereas, the defense taken by the defendants is that the 1st plaintiff's husband namely Manoharan as power agent of other plaintiffs sold the property to the 1st plaintiff. He had full knowledge of the decree and execution proceedings in the suit in O.S.No.919/84. The plaintiffs 2 and 3 in fact issued a legal notice on 29.09.96 calling upon the 2nd defendant to cancel the sale deed dated 03.02.1984. The defendants sent a reply on



A.S.No.60 of 2013

25.10.1996. The 1st defendant obtained a decree in O.S.No.919/1984 against the defendants 3 and 4 on the file of DMC Poonamallee. After passing of the decree Tiruvanmaiur came under the jurisdiction of Chennai Corporation and the decree was transmitted to City Civil Court Chennai and the execution proceedings in E.P.No.3448 /1998 was filed. The obstructor set up by the judgment debtor was removed pursuant to the order in CMSA No.2 of 2007 by this Court. Hence, the suit is vexatious and clearly barred by limitation.

28. Therefore, according to the plaintiffs the sale deed dated 03.02.1984 executed by the 2nd defendant in favour of the 2nd defendant is void. The 2nd defendant was not authorized to execute any sale in respect of the suit property. Moreover, the sale deed in favour of the 1st defendant was executed after revocation of the power deed. But the contention of the 2nd defendant is that he was not put on notice about the cancellation of power deed. Therefore, the sale deed in favour of the 1st defendant is only voidable and not void. Moreover, P.W.2 himself admitted that the 2nd defendant was not put on notice about the cancellation of power deed. The



A.S.No.60 of 2013

Ex.A.3 power deed reveals that the 2nd defendant was authorized to execute sale in respect of the suit property. Clause 5 of the power deed is extracted as below:

*"To state, settle, adjust and compromise all accounts, claims, demands, disputes and differences between any other person against us/or Trust if advisable to refer any such matter to arbitration and for that purpose to sign, seal execute any agreement of any instrument, **sale deed necessary.**"*

29. Therefore, the contention made by the plaintiffs that the 2nd defendant is not authorized to execute any sale deed is unsustainable.

30. The next contention of the learned counsel for the plaintiff is that the 2nd defendant as a trustee has sold the suit property to his sister and thus, it is hit by breach of trust as per the provisions of Section 88 of



A.S.No.60 of 2013

Indian Trust Act, 1882 and Section 215 of the Indian Contract Act. At the outset, the plaintiffs must prove that the suit property belong to the trust. According to the defendants, only 8 cents was allotted to the temple and that it is incorrect to say that the 2nd defendant as trustee sold the property to the 1st defendant. This fact is not rebutted by the plaintiff. The plaintiffs failed to prove that the suit property is a part of the trust. Therefore, the submissions made by the learned counsel for the plaintiffs that the act of the 2nd defendant as a trustee by executing a sale deed in favour of his sister, the 1st defendant is hit by breach of trust cannot be accepted.

31. The next contention of the learned counsel for the plaintiffs is that the 1st defendant fraudulently obtained a decree against the defendants 3 & 4 and the order in execution proceedings in pursuant to the said decree is also obtained by playing fraud and that, the 1st and 3rd defendants are fictitious persons. However, the plaintiffs failed to give the exact particulars regarding fraud or misrepresentation. Except vague allegations there is nothing on record to prove that the defendants have



A.S.No.60 of 2013

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committed fraud upon Court. Moreover, the decree in O.S.No.919 of 1984 was passed on 03.02.1984 and it was put on action by execution proceedings. Thereafter, by virtue of order in CMSA No.02 of 2007 by this Court, the 1st defendant was put into possession of the suit property after removal of the obstructors. The contention of the plaintiffs that the defendant Dhanam in the above suit in O.S.No.919 of 1984 is a fictitious person is already rejected by this Court in CMSA No.02 of 2007, upholding the claim of the decree holder in that suit. Therefore, the plaintiffs cannot raise the same contention in the present suit. Unless the presumption is rebutted regarding the judicial acts of Courts are proper, it is always presumed that the acts of Courts are proper. Therefore, the decree passed in O.S.No.919/1984 and the orders in the executing proceedings cannot be said to have obtained by fraudulent act.

32. Moreover, the decree obtained in the year 1984 was put into action. The Hon'ble Supreme Court in judgement reported in ***AIR 1964 SC 244*** as held that, "there is a presumption regarding the judicial acts.



A.S.No.60 of 2013

WEB COPY

Unless the presumption is rebutted it is always presumed that the acts of Courts are proper." The above principle squarely applicable to the facts and circumstances of the present case. Moreover, the plaintiffs cannot be permitted to question the territorial jurisdiction in the appeal and revision as per the provision under Section 21 CPC. Therefore, the arguments putforth by the learned counsel for the plaintiffs that the DMC Poonamalle has no jurisdiction to try the suit in O.S.No.919/1984 and therefore, the decree passed by the said Court is nullity cannot be accepted. Moreover, the learned counsel for the defendants 1 & 2 would submit that at the time of filing the suit, Tiruvanmaiur was within the jurisdiction of Poonamallee and thereafter, the suit property came under the jurisdiction of Chennai Corporation and therefore, the decree was transmitted to City Civil Court, Chennai. This fact is not denied or rebutted on the side of the plaintiffs.

33. Moreover, the plaintiffs failed to establish that the suit property is a trust property. The plaintiffs themselves admitted that only 8



A.S.No.60 of 2013

cents were allotted to the temple. Even in the sale deed dated 03.02.1984 it is not mentioned that the 2nd defendant as trustee sold the property to the 1st defendant. The trial Court has passed the impugned judgment and decree after appreciation of the oral and documentary evidence placed before it. There is no perversity or infirmity found in the judgment passed by the trial Court. There is no merit in the present appeal. Accordingly, the same is liable to be dismissed.

34. In the result, the Appeal Suit is dismissed. No costs.

01.03.2024

mac/vsn

To

The III Additional Judge, City Civil Court, Chennai-1.



WEB COPY



A.S.No.60 of 2013

K.GOVINDARAJAN THILAKAVADI, J.

mac/vsn

Pre-Delivery Judgment made in

A.S.No.60 of 2013



WEB COPY



A.S.No.60 of 2013

01.03.2024